

### **REMARKS**

Applicant appreciates the Examiner's thorough consideration provided the present application. Claims 1-6 are now present in the application. Claims 1, 2 and 6 have been amended. Claims 7-10 have been withdrawn and hereby cancelled. Claim 11 has also been cancelled. Claim 1 is independent. Reconsideration of this application, as amended, is respectfully requested.

### **Claim Objections**

Claim 11 has been objected to as being a substantial duplicate of claim 6. Since claim 11 has been cancelled, this objection has been obviated and/or rendered moot. Reconsideration and withdrawal of this objection are respectfully requested.

### **Claim Rejections Under 35 U.S.C. §112**

Claims 2, 6 and 11 stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. This rejection is respectfully traversed.

In view of the foregoing amendments, it is respectfully submitted that this rejection has been addressed. Accordingly, all pending claims are now definite and clear. Reconsideration and withdrawal of the rejection under 35 U.S.C. § 112, second paragraph, are therefore respectfully requested.

### **Claim Rejections Under 35 U.S.C. § 103**

Claims 1-6 and 11 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Teper, U.S. Patent No. 5,815,665, in view of Grate, U.S. Patent No. 5,956,483. This rejection is respectfully traversed.

In light of the foregoing amendments to the claims, Applicant respectfully submits that this rejection has been obviated and/or rendered moot.

In claim 1, the Examiner states that Teper teaches the claimed invention except for the step of transmitting a consumer ID and a confirmation code to the associate web site for verifying the consumer's identity when the consumer selects the hyperlink element. However, Teper's teaching is completely different from claim 1. In fact, Teper actually teaches away from claim 1. The reasons are explained in the following.

First, the Examiner states that Teper teaches the step of providing a consumer, who logs on the main web site, a hyperlink element linking to the associate web site. However, Teper actually teaches that the Online Broker site provides brokering software components for both the user and Service Providers to install so that the consumer can directly access Service Providers without having to transmit payment information and other personal information over internet (see Teper, col. 2 , lines 32-48). Therefore, it is unnecessary for the user based on Teper's teaching to log on the main web site. Unlike Teper, in the present invention, a consumer must access and log on the main web site first, and then access the associate web site via the hyperlink provided by the main website, i.e., indirectly access the associate web site.

Second, the Examiner states that Grate teaches the step of transmitting a consumer ID and a confirmation code to the associate web site for verifying the consumer's identity when the

consumer selects the hyperlink element. The Examiner construes this step as the process of launching and interacting with external programs. However, Grate nowhere discloses the feature that the main web site transmits a consumer ID and a confirmation code to the associate web site. Even if Grate taught this feature, assuming *arguendo*, it totally conflicts with Teper's teaching. One skilled in the art would find it impossible to combine the references in the manner suggested. As mentioned above, in Teper's teaching, the user directly accesses Service Providers, and the Service Providers would forward the response message to the Online Broker site along with the user's unique ID (which the SP obtains from the user's computer) to authenticate the user (see Teper, col. 3, lines 19-30). However, Teper's teaching is contrary to Grate's teaching. One skilled in the art would not have the motivation to combine Teper and Grate because of their conflicting nature.

Moreover, the Examiner states that Teper teaches the step of placing an order with the associate web site whereby the associate web site sends out the physical commodity according to the trade information. Applicant respectfully submits that the Examiner misinterprets this step. In particular, it is the main web site that places an order with the associate web site. Teper teaches that the user purchases services from Service Providers but not that the main web site places an order with the associate web site. Furthermore, the commodity in original claim 1 and in this application implies a physical and tangible object. For clarity, Applicant adds the limitation "physical" in claim 1. In other words, claim 1 recites the features regarding commodity delivery. However, Teper's teaching does not include commodity delivery. Teper simply teaches that the user can only play interactive games and download movies, television shows and hi-fi audio (see Teper, col. 8, lines 16-19).

Accordingly, neither of the references utilized by the Examiner individually or in combination teach or suggest the limitations of amended independent claim 1 or its dependent claims. Therefore, Applicant respectfully submits that independent claim 1 and its dependent claims clearly define over the teachings of the references relied on by the Examiner.

Accordingly, reconsideration and withdrawal of the rejection under 35 U.S.C. § 103 are respectfully requested.

### **CONCLUSION**

Since the remaining patents cited by the Examiner have not been utilized to reject the claims, but merely to show the state of the prior art, no further comments are necessary with respect thereto.

It is believed that a full and complete response has been made to the Office Action, and that as such, the Examiner is respectfully requested to send the application to Issue.

In the event there are any matters remaining in this application, the Examiner is invited to contact Joe McKinney Muncy, Registration No. 32,334 at (703) 205-8000 in the Washington, D.C. area.

If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 02-2448 for any additional fees required under 37 C.F.R. §§1.16 or 1.17; particularly, extension of time fees.

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Respectfully submitted,

By

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